

AGREEMENT FOR TRAFFIC CONTROL JURISDICTION

This Traffic Control Agreement made and entered into this ____ day of _____, 2015, by and between the Carriage Hills Condominium, Inc., a non-profit corporation, authorized to do business in the State of Florida (hereinafter "Owner") and the City of Hollywood, a municipal corporation of the State of Florida (hereinafter "City").

WITNESSETH:

WHEREAS, Owner currently holds legal title to that parcel of real property which is the subject of this Agreement as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as "Property" or "Common Areas"); and

WHEREAS, the City, its duly appointed officers, employees and agents, recognizes that it has full power and jurisdiction to enforce all laws of the Nation, State, County and City, duly enacted, excluding those of traffic control and enforcement of same on the private property of Owner; and

WHEREAS, Owner wishes to specifically grant the City the power and authority to enforce traffic control on the Property and to grant an easement for ingress and egress for said purpose; and

WHEREAS, pursuant to Section 316.006(2)(b), Florida Statutes, Owner wishes to have City exercise jurisdiction for traffic regulation over a private or limited access road or roads (the "Roads"), owned or maintained by Owner upon the property; and

WHEREAS, the Board of Directors for the Owner, at a duly noticed Board meeting, approved this agreement by a majority vote, to have state traffic laws enforced by the City' Police Department on its private roads that are controlled by the association and a copy of the Board's Resolution/Minutes are hereby attached to this agreement as Exhibit "B";

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. This agreement shall commence on the date executed by the City and shall expire on _____, 2020. This Agreement may be renewed for one (1) additional five (5) year term upon sixty (60) days prior written notice from Owner requesting this Agreement be renewed and contingent upon approval by Hollywood City Commission.
3. Such exercise of traffic control jurisdiction shall be in addition to jurisdictional authority presently exercised by the City under law. The Owner agrees that City shall have jurisdiction to enforce State, County and City traffic regulations over any roads within the private property and nothing in this paragraph and Agreement shall be construed to limit or remove any such jurisdictional authority. .
4. The City hereby agrees to exercise jurisdiction for traffic control purposes over any roads within the private property. Such jurisdiction includes regulation of access to such road or roads by security devices or personnel.
5. Owner hereby agrees that if the City determines that multiparty stop signs should be installed within the Property or Common Areas in order to enhance traffic safety, then such installation shall be completed by Owner under the direction of City. Said signs must conform to the manual and specifications of the Florida Department of Transportation, however, minimum traffic volumes may not be required for the installation of such signage. Owner shall bear the cost for such signage. Any enforcement for the signs shall be as provided in Section 316.123, Florida Statutes.
6. Either party may terminate this Agreement, without cause, upon thirty (30) days prior written notice to the other party.
7. That Owner, in further consideration for the above stated commitments of City, does hereby declare, establish, provide, give and grant to the City, its successors, administrators and assigns, a non-exclusive easement for ingress and egress over the private property for the purpose of providing traffic control.
8. The Owner agrees to indemnify and hold the City, its officials, employees, assigns and agents, the City of Hollywood Police Department, its officials, employees, agents, successors and assigns, and Police Chief Frank Fernandez, their successors, heirs and assigns, harmless from and against any and all claims or causes of action resulting from personal injury or damage to property caused by or arising from any lawful action(s) effectuated by members of the City of Hollywood Police Department and/or any other lawful action or omission of the City, its officials or

employees arising out of or occurring by virtue of this Agreement. Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.

9. Any notices required under this Agreement shall be deemed to have been duly given on the date said notice was mailed by United States Certified Mail, Return Receipt Requested, postage prepaid, and addressed as follows (or to such other address as any party may specify by notice to all other parties as aforesaid):

As to City: Police Chief
 3250 Hollywood Blvd., 4th Floor
 Hollywood, Florida 33021

With a copy to: City Attorney
 2600 Hollywood Blvd., Rm. 407
 Hollywood, Florida 33020

As to Owner: Carriage Hills Condominium, Inc.
 101 Carriage Drive
 Hollywood, Florida 33024

With a copy to: _____

10. No change or modification of this Agreement shall be valid unless it is in writing and signed by all parties hereto.
11. The Owner expressly understands and agrees that nothing contained herein is intended or should be construed as creating or establishing a duty or obligation of the City to provide traffic jurisdiction to the private property. The City's presence on, or use of the premises, does not in any way create or establish in favor of owner a level of prevention or the enforcement of traffic laws greater than the City owes to the general public.
12. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Broward County, Florida. Each Party shall bear its own attorney's fees and in order to expedite the conclusion of any action, waive their right to a jury trial.

TRAFFIC CONTROL AGREEMENT BETWEEN THE CITY OF HOLLYWOOD AND
CARRIAGE HILLS CONDOMINIUM, INC. (2015)

IN WITNESS OF THE FOREGOING, the parties have made and executed this Agreement on the respective dates under each signature: Carriage Hills Condo Association, Inc., by and through its _____, authorized to execute same on _____, 2015, and the HOLLYWOOD CITY COMMISSION, signing by and through its Mayor, authorized to execute same on _____, 2015.

CITY OF HOLLYWOOD, a Municipal
Corporation of the State of Florida

ATTEST:

By: _____
Peter Bober, Mayor

Patricia A. Cerny, MMC
City Clerk

Approved as to Form & Legality
for the Use and Reliance of the
City of Hollywood, Florida, only.

Jeffrey P. Sheffel, City Attorney

AS TO CARRIAGE HILLS CONDO:

Patricia Cerny
WITNESS

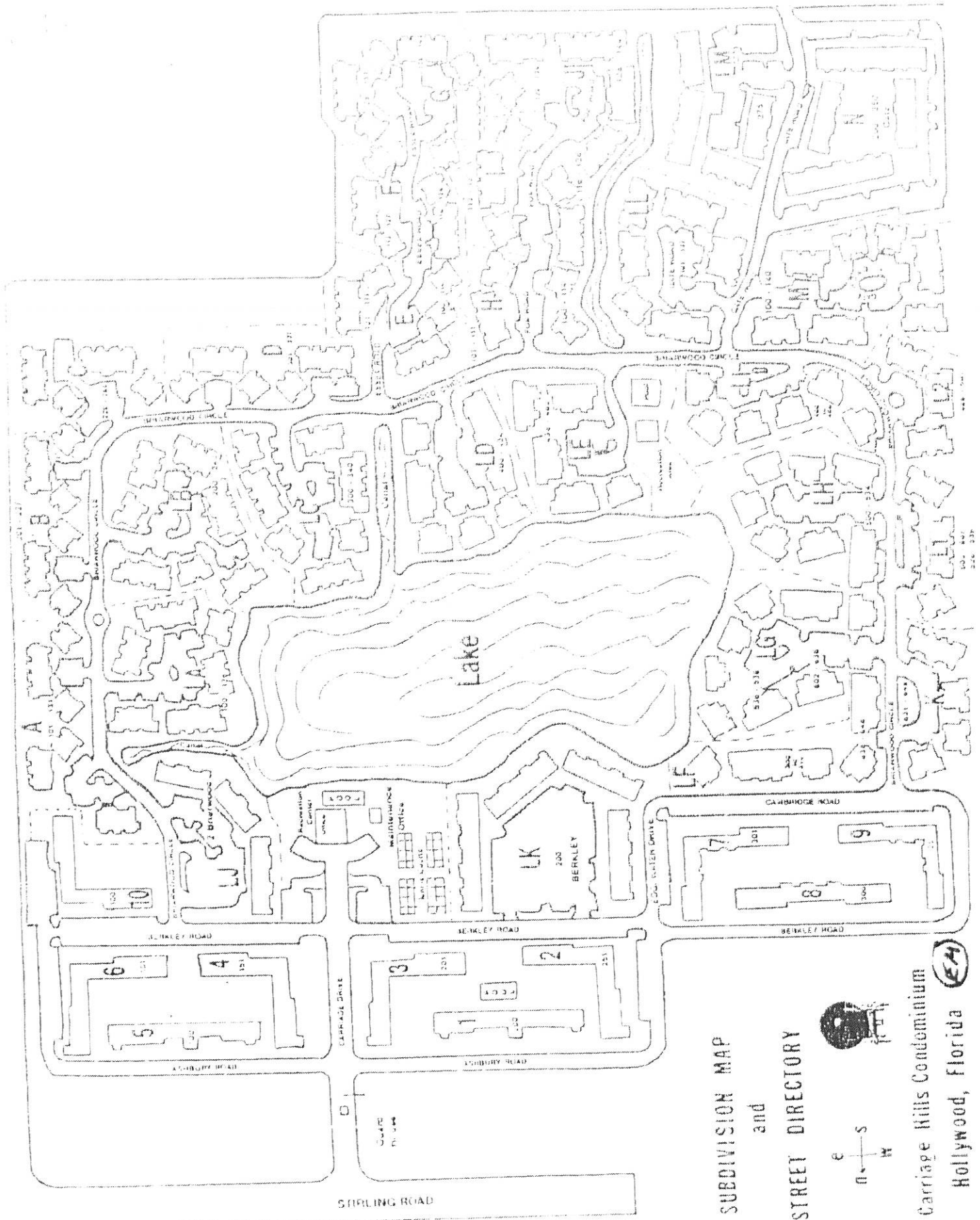
BY: Thy Herman
_____, President
Carriage Hills Condominium, Inc.

Judy Harner
WITNESS

If Corporation:

Deane Craley
Attest: Corporate Secretary
(Affix Corporate Seal)

EXHIBIT "A"
MAP OF PROPERTY AND COMMON AREAS FOR TRAFFIC CONTROL
JURISDICTION (ATTACHED HERETO)



SUBDIVISION MAP and STREET DIRECTORY



Carriage Hills Condominium
Hollywood, Florida



EXHIBIT "B"
CARRIAGE HILLS CONDOMINIUM, INC'S BOARD RESOLUTION/MINUTES
ATTACHED HERETO

Carriage Hills Condominium, Inc
Minutes of Board of Directors Meeting
October 19, 2015

The meeting was called to order October 19, 2015 in the main club house at 7:00 pm by President Gene Herman.

Present: Gene Herman, Les Payne, Diane Foley, Bobby Smith, Sonia Cevallos and John Wise via telephone conference. Absent: Don Boudria. Quorum Established.

Presidents Report: A recent inspection of our property by the Fire Marshall praised our manager for one of the best inspection in years. Unfortunately we still had 100 violations that are being corrected.

The county came and inspected our pools and found that there is a lack of lighting for night swimming. We are looking into additional lighting.

Gene spoke of the up and coming sprinkler systems for each and every unit. The good news is that we the community will be able to vote it down.

Treasurer's Report: Consolidated income 628,212.25. Consolidated Expenses 634,600.23. Net loss 6,387.96. Arrears is 155 units with a total of 200,428.64 which is a decrease from prior months.

Minutes of meeting: July 7, 2015 and September 21, 2015 were passed unanimously.

Orientation: September had 6 sales and 2 rentals. October had the same.

Entertainment: Please see flyers for upcoming events: Halloween Party, Fashion Show and New Year's Eve.

Unfinished Business: All the keys to the laundry rooms have been received.

New Business:

a. **Fine resolution:** \$100.00 per day, max \$1000.00 per state law.

Motion made by Bobby Smith, seconded by Diane Foley passed unanimously.

b. **2016 Budget.** Motion made by Bobby Smith to mail budget to all residents, seconded by Diane Foley passed unanimously.

c. **Police Agreement:** Motion made by Bobby Smith, seconded by Diane Foley to sign police agreement and passed unanimously.

d. **Clubhouse/Satellite clubhouse rentals.** Motion made by Diane Foley, seconded by Bobby Smith to allow rental of clubhouses to residents for private functions. Diane Foley, Bobby Smith, Gene Herman and John Wise voted in favor. Sonia Cevallos and Les Payne against. Motion passed 4 for and 2 against.

Meeting was adjourned at 8:15 pm

Diane Foley
Secretary for the Board